

SETTLEMENT AGREEMENT
BETWEEN
STATE COMMITTEE FOR SOCIAL WORKERS
AND
PAUL ALAN BRANHAM

Paul Alan Branham, ("Respondent"), and the State Committee for Social Workers, ("Committee"), enter into this Settlement Agreement for the purpose of resolving the question of whether Respondent's license as a clinical social worker, no. 000389, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Committee under § 621.110, RSMo Cum. Supp. 2008. The Committee and Respondent jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Cum. Supp. 2008.

Respondent acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against him at the hearing; the right to present evidence on his behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial

¹ All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

administrative hearing commissioner concerning the charges pending against him; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the Committee at which time Respondent may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the Committee.

Being aware of these rights provided to him by law, Respondent knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to him.

Respondent acknowledges that he has received a copy of documents that were the basis upon which the Committee determined there was cause for discipline, along with citations to law and/or regulations the Committee believes were violated. Respondent stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Committee that Respondent's license as a clinical social worker, license no. 000389, is subject to disciplinary action by the Committee in accordance with the relevant provisions of Chapter 621, RSMo Cum. Supp. 2008, and Chapter 337, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the Committee and Respondent in Part II herein is based only on the agreement set out in Part I herein. Respondent understands that the Committee may take further disciplinary action against him

based on facts or conduct not specifically mentioned in this document that are either now known to the Committee or may be discovered.

I.

Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the Committee and Respondent herein jointly stipulate to the following:

1. The Committee is an agency of the State of Missouri created and established pursuant to § 337.622, RSMo, for the purpose of executing and enforcing the provisions of §§ 337.600 through 337.689, RSMo.
2. Respondent is licensed by the Committee as a licensed clinical social worker, license number CSW 000389.
3. Respondent's license is current and active, and was so at all times relevant herein.
4. On or about July 5, 2007, Respondent submitted an "Application to Renew License" form to the Committee.
5. Respondent is required to complete 30 clock hours during the two year renewal cycle prior to September 30, 2007.
6. Respondent answered in the affirmative to the following question, "Have you completed the required thirty (30) clock hours of Continuing Education in the area of clinical social work during this license term?"

7. On or about October 15, 2007, the Committee randomly audited Respondent's 2005 – 2007 continuing education courses.

8. Respondent failed to respond to the October 15, 2007, letter.

9. The Committee sent a follow-up letter to Respondent on or about April 8, 2008.

10. On or about June 24, 2008, Respondent e-mailed the Committee with Respondent's continuing education certifications.

a. 16.5 hours on February 12, 2007, for AACN's Orientation to the Care of the Acute and Critically Ill Patient; 2nd Edition;

b. 1 hour on March 22, 2007, for Understanding Insulin.

11. Respondent earned 17.5 credit hours of Committee approved continued education in social work during the 2005-2007 renewal cycle.

12. Respondent failed to earn 3-credit hours in ethics.

13. Respondent failed to earn 30 clock hours during the 2005-2007 renewal cycle.

14. Respondent's conduct violates 20 CSR 2263-2.082, which states in part:

(1) As a condition for renewing a license to practice, all licensed social workers shall be required to have completed acceptable continuing professional education courses prior to the renewal of the license:

....

(D) All other licensed social workers shall complete thirty (30) clock hours of acceptable continuing professional education courses prior to the renewal of their license;

....

- (2) As part of the thirty (30) continuing education hours required for each renewal cycle, each applicant for renewal or reinstatement of a license shall complete three (3) clock hours of ethics presented by a social worker who has graduated from an accredited school of social work or by a professional who has knowledge of ethics as it relates to the practice of clinical or baccalaureate social work.

....

15. Respondent had a relationship of professional trust and confidence with the Committee, her colleagues and her clients, in that the Committee, Respondent's colleagues and her clients, relied on Respondent as a licensed clinical social worker to practice clinical social work in compliance with the statutes, regulations, and standard of care governing that profession.

16. State Regulations 20 CSR 2263-3.010 through 20 CSR 2263-3.140 lists the ethical standards for clinical social workers.

17. State Regulation 20 CSR 2263-3.010 states in part:

- (1) The ethical standard/disciplinary rules for licensed social workers, provisional licensed clinical social workers, temporary permit holders and registrants, as set forth hereafter by the committee, are mandatory. The failure of a licensed social worker, provisional licensed social worker, temporary permit holder, or registrant to abide by any ethical standard/disciplinary rule in this chapter shall constitute unethical conduct and be grounds for disciplinary proceedings.

18. Respondent's conduct violates 20 CSR 2263-3.020, which states in part:

- (2) A licensed social worker, provisional licensed social worker, temporary permit holder, and registrant shall not-

A. Violate any ethical standard/disciplinary rule;

....

C. Engage in conduct, which is dishonest, deceitful, or fraudulent;

....

- (4) A licensed social worker, provisional licensed social worker, temporary permit holder, and registrant shall be subject to discipline if s/he has made a materially false statement or if s/he has deliberately failed to disclose a material fact requested in connection with his/her application.

....

19. Respondent's conduct violates 20 CSR 2263-3.140, which states in part:

- (12) A licensed social worker shall take all necessary and reasonable steps to maintain continuing competence in the practice of clinical social work or baccalaureate social work by completing at least thirty (30) clock hours of continuing education on or before the expiration of the license for each renewal period.

....

20. Therefore, cause exists to discipline Respondent's license pursuant to § 337.630.2, RSMo, Cum. Supp. 2008, which states in part:

2. The committee may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any license required by §§ 337.600 to 337.639, or any person who has failed to renew or has

surrendered the person's license for any one or any combination of the following causes:

....

- (6) Violation of, or assisting or enabling any person to violate, any provision of sections 337.600 to 337.689, or any lawful rule or regulation adopted pursuant to sections 337.600 to 337.689;

....

- (11) Obtaining a license based upon a material mistake of fact;

....

- (13) Violation of any professional trust or confidence;

....

- (15) Being guilty of unethical conduct as defined in the ethical standards for clinical social workers adopted by the committee by rule and filed with the secretary of state.

II.

Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Committee in this matter under the authority of § 536.060, RSMo, and §§ 621.045.3 and 621.110, RSMo Cum. Supp. 2008.

1. **Respondent's license is on probation.** Respondent's license as a clinical social worker is hereby placed on PROBATION for a period of three (3) years. The period of probation shall constitute the "disciplinary period." During the disciplinary period,

Respondent shall be entitled to practice as a clinical social worker under Chapter 337, RSMo, as amended, provided Respondent adheres to all the terms of this agreement.

2. **Terms and conditions of the disciplinary period.** The terms and conditions of the disciplinary period are as follows:

A. Respondent must complete 12.5 clock hours (continuing education hours) within the first year of the disciplinary period. Three (3) clock hours must qualify as ethics education. These hours shall be in addition to and not count toward the 30 hours of continuing education required to be completed during the 2007-2009 license period in order to renew in 2009. All proof of successful completion of continuing education must be submitted to the Committee.

B. Should Respondent fail to complete the continuing education hours within one (1) year of entering into this Settlement Agreement, the Committee will file a complaint against Respondent.

3. Upon the expiration of the disciplinary period, the license of Respondent shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the Committee determines that Respondent has violated any term or condition of this Settlement Agreement, the Committee may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline Respondent's license.

4. No additional discipline shall be imposed by the Committee pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the Committee as a contested case in accordance with the provisions of Chapter 536, RSMo.

5. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning any future violations by Respondent of Chapter 337, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

6. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the Committee or may be discovered.

7. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the parties agree that the Committee may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Respondent agrees and stipulates that the Committee has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

8. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

9. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

10. The parties to this Settlement Agreement understand that the Committee will maintain this Settlement Agreement as an open record of the Committee as required by Chapters 337, 610, and 324, RSMo, as amended.


11. Respondent, together with his partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the Committee, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the

event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

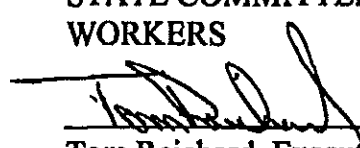
12. Respondent understands that he may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Respondent's license. If Respondent desires the Administrative Hearing Commission to review this Settlement Agreement, Respondent may submit his request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

13. If Respondent requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Respondent's license. If Respondent does not request review by the Administrative Hearing Commission, the Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the Committee.

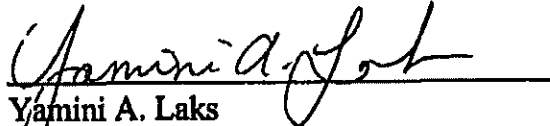
LICENSEE

 11/29/09
Paul Alan Branham Date

STATE COMMITTEE FOR SOCIAL
WORKERS


Tom Reichard, Executive Director
Date: 12-1-09

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